

COMBAT-TYPE AIRCRAFT CONDITIONAL TRANSFER DOCUMENT

KNOW ALL MEN BY THESE PRESENTS: That the United States of America (hereinafter called the General Services Administration (GSA) acting by and through the State of _____ State Agency for Surplus Property (hereinafter called the SASP), pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, for and in consideration of and in reliance upon the representations of _____ whose address is _____ (hereafter called the Donee) that the property hereinafter described is required in the furtherance of the Donee's program and that such property will be used solely in connection with such programs and more specifically for all the following purposes (s):

in accordance with the proposed program and plan as set forth in the Donee's "Letter of Intent" dated _____ as amended _____, which Expression of Interest is hereby incorporated herein and made a part thereof, and for no other purpose, does hereby deliver, sell, assign, and transfer all rights, title, and interest in and to the following described combat-type aircraft, aircraft engines, and propellers'

together with all engines, appurtenances, and accessories attached thereto or installed therein (all of which are hereinafter referred to as the Property), which has been determined by GSA to have a fair market value of \$ _____, unto the Donee to have and to hold the Property, all singular forever, this donation being made on an "as is, where is" basis without warranty of any kind, and delivery made at the present location of the Property regardless of where the same may be situated or the condition thereof;

SUBJECT, HOWEVER, to the following conditions and restrictions:

- 1. The Donee agrees that the aircraft Property shall not be used for flight purposes.*
- 2. The Property shall be placed in use by the donee for the purpose stated above no later than 12 months after acquisition thereof and shall be used thereafter for such purpose in perpetuity.*
- 3. In the event the aircraft Property is not placed in use by the donee within 12 months of receipt and used thereafter in perpetuity, within 30 day after the Property has ceased to be used, the Donee shall provide notice thereof, in writing to the SASP, and at the Donee's expense return such Property to the SASP or otherwise make the Property available for transfer, provided the property is still usable as determined by the SASP or otherwise dispose of the Property through the SASP, as may be directed by GSA.*
- 4. In the event the Property is not so used or handled as required by (1), (2), and (3), above, title and right to the possession of the Property shall at the option of GSA revert to the United States Government. Upon demand the Donee shall, as directed by GSA through the SASP, release the Property to such person or agency as may be designated, sell the Property with the proceeds remitted promptly by the donee to GSA, or otherwise dispose of the Property. Any sale shall be for the benefit and account of the United States Government.*

5. *During the period of restriction prescribed in (2) and (3), above, the Donee shall make reports to the SASP on the use, condition, and location of the Property and on other pertinent matters as may be required from time to time by the SASP or GSA.*
6. *During the period of restriction prescribed in (2) and (3) above, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, to otherwise dispose of the Property, or remove it permanently for use outside the State, without the prior written approval of GSA. The proceeds from any sale, trade, lease, loan, bailment encumbrance, cannibalization, or other disposal of the Property during the period of restriction set forth in (2) and (3), above, when such action is authorized by GSA, shall be for the benefit and account of the United States Government.*
7. *If at any time, from the date the Donee receives the Property through the period of restriction prescribed in (2) and (3), above, the Property is no longer suitable, usable, or further needed by the Donee for the purpose for which acquired, the Donee shall promptly notify the SASP and shall as directed by GSA through the SASP:*
 - (a) *Release the Property to another donee or State agency;*
 - (b) *Release the Property to a department of agency of the United States;*
 - (c) *Release the Property to such other institution or agency as may be determined to have need therefor;*
 - (d) *Sell the Property for the benefit and account of the United States of America with the proceeds remitted promptly from the donee to GSA;*
 - (e) *Render the Property completely unfit and useless for any purpose except for the recovery of its basic material content, the same to be performed in a manner satisfactory to GSA and the material content to be disposed of in accordance with instructions of GSA; or*
 - (f) *Otherwise dispose of the Property as directed by GSA.*
8. *In the event, during the period of restriction prescribed in (2) and (3), above, the Property is sold, traded, lease, loaned, bailed, encumbered, or otherwise disposed of without prior written approval of GSA, the Donee at the option of GSA, shall be liable for the proceeds of the disposal, the fair market value, or the fair rental value of the Property at the time of the unauthorized transaction or use, as determined by GSA.*
9. *In the event of a breach by the Donee, or its successor in function, of any of the above conditions, whether caused by the legal inability of the Donee or its successor in function, interest in and to the Property shall, at the option of GSA, forthwith revert to and become the property of the United States Government, and the Donee, or its successors or assigns, shall forfeit all of its or their rights, title, and interest in and to the Property.*
10. *The SASP shall not grant waivers, amendments, releases, or terminate any of the terms and conditions enumerated in (1) through (9), above, concerning the use or disposal of the Property, or issue disposal instructions to the Donee for the Property without the prior written concurrence of GSA or its successor in function.*

11. The donee agrees to hold harmless and indemnify the Government for any and all costs, judgment, action, debt, liability costs and attorney's fees or any other request for moneys of any type of relief arising from or incident to the transfer, donation, use processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of the item, material or substance, whether intentional or accidental.

IN WITNESS WHEREOF, the Donor and Donee have duly executed this instrument this

_____ day of _____.

United States of America, Acting by
and through the _____
State Agency for Surplus Property

By _____
Title _____

DONEE:

By _____
Title _____
Institution or Organization

CITY of _____)
COUNTY of _____)
STATE of _____)

On this _____ day of _____, before me appeared _____ to me personally known, who, being by me duly sworn, says that she/he is the person who executed the foregoing instrument and that such instrument was executed under duly delegated authority on behalf of the _____ State Agency for Surplus Property, and acknowledged the foregoing instrument to be the free act and deed of the State of _____.

Given under my hand and official seal the day and year above written.

Notary Public in and for the
CITY of _____
COUNTY of _____
STATE _____ of _____

(Seal)

My Commission Expires: _____

DONEE PLEASE COMPLETE THIS PAGE

CITY of _____)
COUNTY of _____)
STATE of _____)

On this _____ day of _____, _____, before me appeared _____r to me personally known, who, being by me duly sworn, says that she/he is the person who executed the foregoing instrument on behalf of said _____ and acknowledge to me that she/he was duly authorized to execute the foregoing instrument and that he executed the same as a free act and deed of said _____.

Given under my hand and official seal the day and year above written.

Notary Public in and for the
CITY of _____
COUNTY _____
STATE of _____ (Seal)

My Commission Expires: _____